

EXHIBIT A
Summons & Verified Complaint

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF BRONX

SHANNA BROWN

Index No.:
Date Purchased:X
SUMMONS

Plaintiff(s),

Plaintiff designates Bronx
County as the place of trial.

-against-

ALJAQUA HAWKINS AND MILLER AUTO LEASING

Defendant(s).

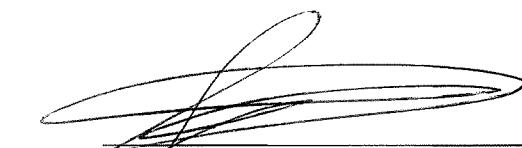
The basis of venue is:
residence of PlaintiffPlaintiff resides at:
5800 Arlington Avenue
Apt. 3O
Bronx, NY 10471

County of Bronx

To the above named Defendants:

You are hereby summoned to answer the complaint in this action, and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance on the Plaintiff's attorney(s) within twenty days after the service of this summons, exclusive of the day of service, where service is made by delivery upon you personally within the state, or, within 30 days after completion of service where service is made in any other manner. In case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Dated: New York, NY
February 25, 2022



Seth Milbauer
GREENSTEIN & MILBAUER, LLP
Attorney for Plaintiff(s)
Shanna Brown
1825 Park Avenue
9th Floor
New York, NY 10035
(212) 685-8500
Our File No. 19757

TO:

Aljaqua Hawkins
21 Amboy Street
Vauxhall, NJ 07088

Miller Auto Leasing
1592 Route 38
Lumberton, NJ 08048

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF BRONXIndex No.:
Date Purchased:-----X
SHANNA BROWN**VERIFIED
COMPLAINT**

Plaintiff(s),

-against-

ALJAQUA HAWKINS AND MILLER AUTO LEASING

Defendant(s).

-----X

Plaintiff, by her attorneys, GREENSTEIN & MILBAUER, LLP, complaining of the Defendants, respectfully alleges, upon information and belief:

1. At all times herein mentioned, Plaintiff Shanna Brown was, and still is, a resident of the County of Bronx, State of New York.
2. At all times herein mentioned, Defendant Miller Auto Leasing was, and still is, a resident of the County of Union, State of New Jersey.
3. At all times herein mentioned, Defendant Aljaqua Hawkins was, and still is, a resident of the County of Union, State of New Jersey.
4. At all times herein mentioned, Defendant Miller Auto Leasing was the owner of a 2020 motor vehicle bearing New Jersey State registration number XHUR17.
5. At all times herein mentioned, Defendant Aljaqua Hawkins operated the aforementioned motor vehicle bearing New Jersey State registration number XHUR17.
6. At all times herein mentioned, Defendant Aljaqua Hawkins operated the aforementioned motor vehicle with the permission of Defendant Miller Auto Leasing.

7. At all times herein mentioned, Defendant Aljaqua Hawkins operated the aforementioned motor vehicle with the knowledge of the Defendant Miller Auto Leasing.
8. At all times herein mentioned, Defendant Aljaqua Hawkins operated the aforementioned motor vehicle with the consent of the Defendant Miller Auto Leasing.
9. At all times herein mentioned, Defendant Miller Auto Leasing managed the aforesaid motor vehicle.
10. At all times herein mentioned, Defendant Aljaqua Hawkins managed the aforementioned motor vehicle.
11. At all times herein mentioned, Defendant Miller Auto Leasing maintained the aforementioned motor vehicle.
12. At all times herein mentioned, Defendant Aljaqua Hawkins maintained the aforementioned motor vehicle.
13. At all times herein mentioned, Defendant Miller Auto Leasing controlled the aforementioned motor vehicle.
14. At all times herein mentioned, Defendant Aljaqua Hawkins controlled the aforementioned motor vehicle.
15. At all times herein mentioned, Defendant Aljaqua Hawkins operated the aforementioned motor vehicle in the scope of his employment with Miller Auto Leasing.
16. At all times herein mentioned, Plaintiff Shanna Brown was a passenger in a 2010 motor vehicle bearing New York State registration number GRV5025.
17. At all times herein mentioned, East 69th Street & 1st Ave, New York, NY in the County of, State of New York, were public roadways, streets and/or thoroughfares.

18. That on October 13, 2021, Defendant Aljaqua Hawkins was operating the vehicle owned by Miller Auto Leasing, at the aforementioned location.
19. That on October 13, 2021, Plaintiff Shanna Brown was a passenger in a motor vehicle at the aforementioned location.
20. That on October 13, 2021, at the aforementioned location, the motor vehicle owned by Defendant Miller Auto Leasing and operated by Defendant Aljaqua Hawkins came into contact with the motor vehicle in which Plaintiff Shanna Brown was a passenger.
21. That on October 13, 2021, at the aforementioned location, Defendant Aljaqua Hawkins observed Plaintiff's vehicle prior to contact between the vehicles.
22. That as a result of the aforesaid contact, Plaintiff Shanna Brown was injured.
23. That the aforesaid occurrence was caused wholly and solely by reason of the negligence of the Defendants without any fault or negligence on the part of the Plaintiff contributing thereto.
24. That Defendants were negligent, careless and reckless in the ownership, operation, management, maintenance, supervision, use and control of the aforesaid vehicle and the Defendants were otherwise negligent, careless and reckless under the circumstances then and there prevailing.
25. That by reason of the foregoing, Plaintiff Shanna Brown sustained severe and permanent personal injuries; and Plaintiff Shanna Brown was otherwise damaged.
26. That Plaintiff Shanna Brown sustained serious injuries as defined by §5102(d) of the Insurance Law of the State of New York.

27. That Plaintiff Shanna Brown sustained serious injuries and economic loss greater than basic economic loss as defined by §5104 of the Insurance Law of the State of New York.

28. That Plaintiff Shanna Brown is not seeking to recover any damages for which Plaintiff has been reimbursed by no-fault insurance and/or for which no-fault insurance is obligated to reimburse Plaintiff. Plaintiff is seeking only to recover those damages not recoverable through no-fault insurance under the facts and circumstances in this action.

29. That this action falls within one or more of the exceptions set forth in CPLR §1602, including §1602 (6) and (7).

30. That by reason of the foregoing, Plaintiff Shanna Brown has been damaged in a sum which exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction.

WHEREFORE, Plaintiff demands judgment against the Defendants herein, in a sum exceeding the jurisdictional limits of all lower courts which would otherwise have jurisdiction, together with the costs and disbursements of this action.

Dated: New York, NY
February 25, 2022

Yours, etc.

Seth Milbauer

GREENSTEIN & MILBAUER, LLP

Attorney for Plaintiff(s)

Shanna Brown

1825 Park Avenue

9th Floor

New York, NY 10035

(212) 685-8500

Our File No. 19757

ATTORNEY'S VERIFICATION

SETH MILBAUER, an attorney duly admitted to practice before the Courts of the State of New York, affirms the following to be true under the penalties of perjury: I am an attorney at **GREENSTEIN & MILBAUER, LLP**, attorneys of record for Plaintiff(s), Shanna Brown. I have read the annexed **COMPLAINT** and know the contents thereof, and the same are true to my knowledge, except those matters therein which are stated to be alleged upon information and belief, and as to those matters, I believe them to be true. My belief, as to those matters therein not stated upon knowledge, is based upon facts, records, and other pertinent information contained in my files.

This verification is made by me because Plaintiff(s) is/are not presently in the county wherein I maintain my offices.

DATED: 02/25/22
New York, NY


SETH MILBAUER